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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re LEHMAN BROTHERS HOLDINGS,	:	Case No. 08-13555 (JMP)
INC., et. al.	:	(Jointly Administered)
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	:	
	:	
Debtor.	:	

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	:	
In re	:	Case No. 0801420 (JMP)
	:	SIPA
	:	
	:	
LEHMAN BROTHERS INC.,	:	
	:	
Debtor.	:	
-----X	:	

**OBJECTION OF GFI GROUP, INC. TO THE CURE AMOUNTS SET FORTH IN
NOTICE OF ASSUMPTION AND ASSIGNMENT OF CONTRACTS**

GFI Group, Inc., together with its subsidiaries and affiliates (“GFI”) by its counsel, Carter Ledyard & Milburn LLP, hereby objects to the cure amount set forth in the Notice of Assumption and Assignment of Contract(s) (the “Assumption Notice”) dated October 2, 2008 filed by the above debtors. In support of its objection, GFI states as follows:

BACKGROUND

1. On September 15, 2008, Lehman Brothers Holdings, Inc. ("LBHI") filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, under Case No. 08-13555 (JMP).

2. On September 19, 2008, the instant proceeding was commenced against Lehman Brothers. Inc. ("LBI").

3. The Court has jurisdiction over this matter under 28 §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2).

4. GFI and its various subsidiaries and affiliates provide inter-dealer brokerage services to institutional clients, including Lehman Brothers Holding Inc. and its various subsidiaries and affiliates. The various amounts due to GFI as set forth in the Closing Date Contracts represent brokerage commissions due to GFI.

5. On September 20, 2008, the Court issued an Order approving the motion of LBHI (the "Sale Motion") seeking, *inter alia*, entry of an order authorizing the sale of certain of the assets of LBHI and LBI to Barclays Capital Inc. ("Barclays") pursuant to a purchase agreement dated September 16, 2008 (the "Purchase Agreement").

6. The Sale Motion established procedures for the assumption and assignment to Barclays of certain executory contracts (the "Assumption Procedures"). Barclays has designated certain contractual relationships with GFI and various of its subsidiaries and affiliates to be assumed and assigned to it; however, the schedules filed do not designate particular contracts, and indeed, many of the relationships between GFI and LBHI or LBI are the subject of oral arrangements rather than written contracts.

7. The Purchase Agreement provides that Barclays will not assume most pre-petition liabilities of LBHI and LBI other than those incurred pursuant to contracts to be

assumed and assigned, which would be required to be cured. GFI is unable at the present time to identify whether certain amounts due and owing are or should be properly classified as cure amounts; accordingly, it files this prophylactic objection to enable the parties to determine the proper amounts that need to be cured in order to permit assumption and assignment of its contracts.

8. On October 16, 2008, GFI filed its original objection to the cure amounts in the SIPA proceeding, case no. 08-1420 (JMP), as Doc. No. 144. Such filing was a few days out of time, inasmuch as the notice sent to GFI was sent to an incorrect address and was not received by GFI in time to timely file its objection.

9. On November 11, 2008, counsel for Barclays filed a Notice of Extended Deadline for certain counterparties, including GFI, whose correct addresses were not available at the time of the giving of the original notice of assumption and assignment. The filing deadline for such counterparties was extended to November 24, 2008. Accordingly, as a protective measure, GFI hereby refiles its original objection within the extended time limits.

OBJECTION TO CURE AMOUNT

10. GFI disagrees with the proposed cure amounts and reserves its right to specify the correct cure amount following further discovery of and inquiry into the precise contractual relationships proposed to be assumed and assigned.

CONCLUSION

WHEREFORE, GFI respectfully requests that the Court sustain its objection, require the Debtors to segregate an amount sufficient to pay the cure amount provided herein, and grant such other and further relief as the Court deems just and equitable.

Dated: New York, New York
November 19, 2008

CARTER LEDYARD & MILBURN LLP

By: /s/ Aaron R. Cahn
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